# **Notice Inviting Tender**

Tender No:- TBSM/ENNORE/STORAGE-SPACE/TENDER
Tender Floating Date:- 08.06.2018
Due date for submission of offer:- Date :15.06.2018

To,			
M/s	 	 	

Dear Sirs/Madams,

Sub: Tender enquiry for appointment of Hiring of Storage Space for GIS, within radius of 30KM from Ennore Project, Chennai

BHEL, Govt. of India Undertaking,a "Maha Ratna" Company is one of the largest Engineering and Manufacturing Enterprise in India catering to core sectors of the Indian economy viz Power Generation & transmission, Industry, Transportation, Renewable Energy, Defence etc.

BHEL, TBG, desires to hire a warehouse for Storage of GIS materials in the vicinity of Chennai within radius of 30km from Ennore project site..

To achieve the same, sealed tenders invited from reputed Warehouse operators/ owners.

The tender comprises of

(1) General Information &Scope of Work SECTION - I (2) Instruction to bidders SECTION - II (3)General Terms and Conditions SECTION -III (4) Techno commercial Bid SECTION -IV (5) Price Bid SECTION -V Letter of compliance SECTION -VI

The bidders are advised to submit their most competitive offers, complete in all respect and without any deviation. The offers shall remain valid for one month from the due date of tender i.e. 15.06.2018.

Bidders must submit the sealed envelope as above on or before 14.00 Hrs up to 15/06/2018 in the tender box kept on TBG office located at 5th floor, Advant Navis IT Business Park, Plot No-7, Sector-142, Expressway Noida, Noida -201305 (UP).

Offers shall be opened on 15/06/2018 at 15.30 Hrs.

Thanking you,

Yours faithfully
For BHARAT HEAVY ELECTRICALS LIMITED
--SD-V.K.Ubnare
Manager (TBSM)

#### **GENERAL INFORMATION**

BHEL intends to appoint a Warehousing Contractor for storage of Gas Insulated Switch Gear (GIS) materials in the vicinity of Chennai in a closed / covered warehouse. The cargo will be delivered on trucks / trailers to the contractor's warehouse. The contractor will have to arrange unloading of the cargo form the trucks / trailors and move the goods to the covered storage area and ensure safe storage of the cargo as per the handling / storage instructions mentioned in the tender.( *The packages are non stackable*) . All necessary permissions from the relevant authorities will be in the scope of the contractor.

Names addresses of the Contact Persons for this tender are

Sl. No.	Name and Address Phone Nos. & Email
1	TO, KRISHNA SWAROOP SINGH DGM (TBSM)  BHARAT HEAVY ELECTRICALS LIMITED, TRANSMISSION BUSINESS GROUP, 5TH FLOOR, ADVANT NAVIS IT BUSINESS PARK, PLOT No-7, SECTOR-142, EXPRESSWAY NOIDA, NOIDA-201305 DISTT- G.B.NAGAR (UTTAR PRADESH) TELEPHONE: 0120-6748454, 6748440 FAX: 0120-6748579 E-mail: tbsm@bhel.in

#### SECTION - I

#### SCOPE OF WORK

#### Cargo Description:

- Cargo is Gas Insulated Substation in CKD form (HSN code Required: 85381010)
- 2. Cargo is delicate and packed in wooden Crates/ steel frames
- 3. Packages are not stackable.
- 4. Cargo is not dangerous, hazardous or inflammable.
- 5. Packages will be marked with CG Line and sling marks for ease of handling.
- 6. Cargo can be handled by Crane (EOT) or Fork Lifts of sufficient capacity
- 7. Weight of individual package shall not exceed 7 MT

#### **Details of Work:**

#### Handling instructions for Storage and Retrieval

- Cargo is delicate and is to be handled by FORKLIFT/ EOT crane only inside the covered yard
- 2. Skilled & experienced Supervisor to be present at all times while the cargo is being handled and at most care should be taken while handling
- Package if damaged accidentally should be brought to the notice of BHEL and after inspection based on the instructions package to be repaired/ make good immediately.

#### Storage Requirements:

- 1. The floor of the covered area shall be of finished cement concrete/ brick soling for having sufficient bearing capacity and insulation to moisture.
- 2. The floor shall be sufficiently high/elevated (approx. xx feet) to avoid damage during flood/heavy rains in Chennai.
- 3. The floor shall be clean from dirt and insulated to moisture and shall have proper ventilation.
- 4. Area shall be free from accumulated moisture and rain ingress
- 5. Roofing and walls shall be adequate to protect the cargo always from rain and adverse weather at all times.
- 6. The area shall be well lighted/illuminated to enable handling
- 7. The area shall be marked clear and easily identifiable
- 8. Cargo shall be secured by regular security round the clock.
- A register of stock for the cargo shall be maintained by the Warehouse independent of BHEL records for material entry/exit and periodic verification.
- 10. All handling operations shall be made only in the presence of BHEL/ BHEL authorized persons.

11. Power supply sockets for supply power to heaters/ exhaust fans etc.

## **PAYMENT TERMS**

#### For Storage of GIS material

100% Payment will be made on monthly basis within fifteen working days after the receipt of clear and complete Bill in all respects as per the terms of the contract through EFT.

#### **For Handling**

50% Payment shall be released safe unloading of material at designated places as per instruction of BHEL and Balance 50% shall be released on completing one handling cycle, which include safe loading of cargo/ consignment on Truck/trailor as per instruction of BHEL

Detailed Instructions, terms and conditions are covered in Section I, II, III & IV of this Tender document. Bidders are requested to carefully read this section.

#### **SECTION II**

#### **INSTRUCTIONS TO BIDDERS**

- 1. Bidders are advised to go through the tender document fully before filling up the format for the Price bid (SECTION V).
- 2. The price offer must be made only in the formats enclosed with this tender.
- 3. The offers shall be kept valid for a period of 30 days from the date of opening of the tender.
- 4. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
- 5. The offers shall be made in a single sealed envelope along with followings.
  - a) Entire tender documents signed and stamped.
  - b) Price to be quoted strictly as per format section V. Price bid with any deviation will not be acceptable.
  - c) Compliance letter on your letter head as per section VI.

The Bids are to be enclosed in a sealed envelope and shall be labeled with the Contractors name, address and contact person. This cover may be superscribed 'Hiring of Storage Space for GIS, within radius of 30KM from Ennore Project, Chennai and addressed to the

'KRISHNA SWAROOP SINGH DGM (TBSM)

BHARAT HEAVY ELECTRICALS LIMITED,

TRANSMISSION BUSINESS GROUP.

5TH FLOOR. ADVANT NAVIS IT BUSINESS PARK.

PLOT No-7, SECTOR-142, EXPRESSWAY NOIDA,

NOIDA-201305

DISTT- G.B.NAGAR (UTTAR PRADESH)

TELEPHONE: 0120-6748454, 6748440 FAX: 0120-6748579

E-mail: tbsm@bhel.in

Tenders complete in all respects addressed to SENIOR MANAGER, BHEL, TBG, CHENNA to be submitted in the tender box at BHARAT HEAVY ELECTRICALS LTD., Transmission Business Group, 690, 6th Floor EVR Periyar Building, Anna Salai, Nandanam, Chennai, Tamilnadu-600035 by 15:00 Hrs on 05/04/2018. Tenders received after the scheduled time are liable to be rejected.

The offers will be opened on the same day at 15:30 Hrs.on 15.06.2018 at TBG office located at 5<sup>th</sup> floor, Advant Navis IT Business Park, Plot No-7, Sector-142, Expressway Noida, Noida -201305 (UP).

BHEL reserves the right to accept or reject any tender or part of tender or to reject all tenders without assigning any reasons thereof.

# **Evaluation Criteria:**

1. The offers will be evaluated on the basis of the rates offered in the Price Bid (Section V). No Reverse auction will be conducted for this Tender. Bidders should quote the most competitive rates.

#### **SECTION III**

#### **GENERAL TERMS AND CONDITIONS**

The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-

- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" where the context so requires.
- 1.3 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.4 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.5 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.6 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.7 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.

- 1.8 "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
- 1.9 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

#### 2.0 ISSUE OF NOTICE:

2.1 The Contractor shall furnish the name, designation and addresses of his authorised agents/associates at Chennai (India). All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent/representative.

#### 3.0 COMMENCEMENT OF WORK:

3.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

#### 4.0 INVOICES AND PAYMENTS

- 4.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 4.2 The GST (if applicable) to be shown separately in the invoice.

#### 5.0 RISK PURCHASE:

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

5.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the Security deposit.

- 5.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 5.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract

#### 6.0 OBSERVANCE OF LOCAL LAWS:

- 6.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 6.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be Leviable on account of the handling equipment / cranes / any of the related operations connected with the execution of this contract.
- 6.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

# 7.0 **SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT**:

7.1 All applicable safety rules, codes shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

#### 8.0 **INSURANCE**:

- 8.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 8.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 8.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

8.4

8.4.1 If due to Contractor's carelessness, negligence, nonobservance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

8.4.2 Contractor not able to furnish the FIR including its closing / Final Report duly obtained from Police Station.

#### 9.0 **FORCE MAJEURE:**

The following shall amount to force majeure conditions:-

- 9.1 Acts of God, Act of any Government, war, Sabotage, riots, civil Commotion, Flood, Fire Cyclone, Earthquake and other similar causes over which the Contractor has no control.
- 9.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time.
- 9.3 Force Majeure conditions will apply on both sides.

#### 10.0 ARBITRATION

- 10.1 If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors except as to any matter, the decision for which is specially provided for, the same shall be referred to arbitration in accordance with Indian ARBITRATION AND CONCILIATION ACT, 1996.
- 10.2 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- 10.3 The place of Arbitration will be Chennai.

#### 11.0 LAWS GOVERNING THE CONTRACT:

11.1 The contract shall be governed by the Indian Laws for the time being in force and only courts in Chennai, India shall have jurisdiction over this contract.

#### 14.0 INDEMNITY:

14.1 The Contractor shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

#### 15.0 REQUIREMENTS OF PERFORMANCE

- 15.1 All permissions / Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident and consequences therefore including legal complications, if any.
- 15.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 15.3 All the safety precautions required in unloading such as proper slinging and securing the consignments including safe storage, shall be the responsibility of the Contractor at his own cost.

# 16.0 RECEIPT/ UNLOADING, HANDLING, TRANSPORTATION, SECURITY AND PRESERVATION OF EQUIPMENT AT SITE:

The contractor shall take the delivery of all the equipment, structures and materials etc. at site and their security shall be the responsibility of the contractor. For any delay, demurrage/wharfage/detention charges will be borne by the contractor.

All equipment's shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings etc. shall be used for unloading and/or handling of the equipment's without the specified written permission of BHEL. The equipment stores shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.

# **SECTION IV**

# **TECHNO- COMMERCIAL BID**

Sn	Description	Remarks
1.	<b>Tender Documents:</b> Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped on each page	Enclosed
2.	Compliance Letter: The compliance letter duly signed and stamped on letter head	Enclosed
3.	PAYMENT TERMS: 100 % payment shall be paid within 15 working days of submission of Invoice	Agreed
4.	FORCE MAJEURE: As specified in the general terms and condition.	Agreed
5.	CANCELLATION OF THE CONTRACT:  BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract.  If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract.  BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.	Agreed
6.	RISK PURCHASE: As specified in the general terms and condition.	Agreed

#### **SECTION V**

#### FORMAT FOR PRICE BID

#### (Total cost under this schedule will be considered for evaluating the tender)

		A1 Rate per Sq. meter per month (INR)	B1 Total storage area in Sq. meters	C1 No. of Storage months for evaluation	Total Storage Charges D1=A1xB1xC1 (INR)
1	Charges for Storage GIS materials as per scope in INR		3000	12	

		Rate per Freight Tonnes for one handling operation (INR)	B2 Total volume of cargo in Freight Tonnes	C2 No. of handling operations for evaluation	Total Handling Charges D2=A2xB2xC2 (INR)
2	Charges for handling of GIS materials as per scope in INR		600	2	

Total (D = D1+D2)	INR
Total Amounts in Words	

#### Note:

- (1) The price quoted should be exclusive of GST. (GST will be paid extra.)
- (2) During Storage if any additional handling is requested by BHEL then the charges will be calculated as "A2" x Freight ton handled, however a minimum handling charge of Rs 1500/will be paid.
- (3) For any extra area utilized (beyond 3000 sq. metres) it will be free for the first 10 days and from the 11 th day full monthly charges will be applicable. (for example: If 10 sq. metres over and above 3000 sq metres is utilized beyond 10 days then the monthly storage for the additional 10 sq metres will be MONTHLY STORAGE RATE x 10.)

SIGNATURE AND SEAL OF TENDEER

#### **SECTION VI**

# FORMAT OF NO DEVIATION CERTIFICATE (To be submitted in the bidder's letter head)

REF:		 		 					 	
Date	d	 								

Bharat Heavy Electricals Limited Transmission Business Group, 5<sup>th</sup> Floor, Advant Navis IT Business Park, Plot No-7, Sector-142, Expressway Noida, Noida-201305 Distt. - G.B. Nagar (Uttar Pradesh)

Sub.: Tender for "Hiring of Storage Space for GIS, within radius of 30KM from Ennore Project, Chennai"

TENDER NO. TBSM/ENNORE/STORAGE-SPACE/TENDER, DATED 08.06.2018

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have read the tender condition and understood the same before submission of our offer and noted the job content etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

#### **SPECIFICATIONS**

#### Cargo Description:

- 1. Cargo is Gas Insulated Substation in CKD form (HSN code Required: 85381010)
- 2. Cargo is delicate and packed in wooden Crates/ steel frames
- 3. Packages are not stackable.
- 4. Cargo is not dangerous, hazardous or inflammable.
- 5. Packages will be marked with CG Line and sling marks for ease of handling.
- 6. Cargo can be handled by Crane (EOT) or Fork Lifts of sufficient capacity
- 7. Weight of individual package shall not exceed 7 MT

#### Handling instructions for Storage and Retrieval

- Cargo is delicate and is to be handled by FORKLIFT/ EOT crane only inside the covered yard
- 2. Skilled & experienced Supervisor to be present at all times while the cargo is being handled and at most care should be taken while handling
- 3. Package if damaged accidentally should be brought to the notice of BHEL and after inspection based on the instructions package to be repaired/make good immediately.

### **Storage Requirements:**

- 1. The floor of the covered area shall be of finished cement concrete/ brick soling for having sufficient bearing capacity and insulation to moisture.
- 2. The floor shall be sufficiently high/elevated to avoid damage during flood/heavy rains in Chennai.
- 3. The floor shall be clean from dirt and insulated to moisture and shall have proper ventilation.
- 4. Area shall be free from accumulated moisture and rain ingress
- 5. Roofing and walls shall be adequate to protect the cargo always from rain and adverse weather at all times.
- 6. The area shall be well lighted/illuminated to enable handling
- 7. The area shall be marked clear and easily identifiable
- 8. Cargo shall be secured by regular security round the clock.
- A register of stock for the cargo shall be maintained by the Warehouse independent of BHEL records for material entry/exit and periodic verification.
- 10. All handling operations shall be made only in the presence of BHEL/ BHEL authorized persons.
- 11. Power supply sockets for supply power to heaters/ exhaust fans etc.
- 12. Period of storage: approx.. 12 months